

# MISSOURI PACIFIC RAILROAD CO.

JAMES A. HESSE 622-2024  
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022  
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014  
GENERAL ATTORNEY - COMMERCE

CHARLES P. LIPPERT 622-2021  
ROBERT W. YOST 622-2015  
GENERAL ATTORNEYS

ROBERT S. DAVIS 622-2011  
RICHARD S. M. EMRICH, III 622-2013  
COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016  
PAUL E. LITTLETON 622-2017  
PAUL J. M. RUTTERER 622-2866  
ASSISTANT GENERAL ATTORNEYS

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. (314) 622-0123

LAW DEPARTMENT

MARK M. HENNELLY  
VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

May 3, 1977

RECORDATION NO. 6167-10  
MAY 16 1977-10 00 AM  
INTERSTATE COMMERCE COMMISSION

7-136A016  
Date 5-16-77  
Fee \$ 16  
ICC Washington, D. C.

Mr. Robert L. Oswald  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Missouri Pacific Railroad  
Equipment Trust, Series GG  
Dated June 1, 1971  
Chemical Bank, Trustee.  
Originally recorded with ICC  
Rec. 6167 - 5/27/71 - 3:10 pm

Dear Sir:

Enclosed for filing and recording pursuant to Sec. 20c of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are four executed counterparts of a Supplemental Lease of Railroad Equipment, dated as of May 3, 1977, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement between the same parties, constituting the above Equipment Trust.

The Supplemental Lease, dated as of May 3, 1977, transmitted herewith for filing and recording, covers the following Equipment:

<u>No. of Units</u>	<u>Description</u>
1	100-Ton 62' Insulated Box Car(s) w/ Load Dividers, numbered MP 793003  AAR Class or Mechanical Designation RBL

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee-  
Lessor:

Chemical Bank  
55 Water Street  
New York, New York 10041

*C. Quaid*  
*General Counsel*

Mr. Robert L. Oswald

- 2 -

May 3, 1977

Lessee: Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

Check or voucher to cover the \$10 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counter-parts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand, Vice President  
Missouri Pacific Railroad Company  
337 National Press Building  
Washington, D.C. 20045  
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,

  
Paul J. M. Rutterer

PJMR:js

Encl:

Supplemental Lease (4)  
Check or voucher for \$10 rec. fee

RECORDATION NO. 6167-2 Filed & Recorded  
MAY 16 1977 - 10 00 AM  
INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES **GG**  
Equipment Trust Agreement Consisting of Agreement  
and Lease of Railroad Equipment, dated **June 1, 1971**  
(Original I.C.C. Rec. No. **6167**)

THIS SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT, dated as of  
May 3, 1977, between CHEMICAL BANK, a New York corporation, Trustee (here-  
inafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a  
Missouri corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption  
hereof, originally entered into between the Parties hereto, or their prede-  
cessors, as of the date specified in the caption hereof, is now in effect  
between the Trustee and the Railroad, and provides for the leasing by the  
Trustee to the Railroad of certain Trust Equipment as defined and on the  
terms set forth in said Equipment Trust Agreement; and

WHEREAS, there is now on deposit with the Trustee **\$41,274.62** ,  
representing the Fair Value (determined as provided in the Equipment Trust  
Agreement) of Trust Equipment heretofore destroyed or sold and released;  
and

WHEREAS, the Railroad desires to replace said Trust Equipment so  
destroyed or sold and released with new standard-gauge railroad Equipment  
of substantially as good material and construction and of value (determined  
as provided in the Equipment Trust Agreement) at least equal to the Fair

Value of the Trust Equipment so destroyed or sold and released, and has requested and herewith requests the Trustee to apply the amount so deposited and any other available Deposited Cash or Replacement Funds (to the extent necessary) to or toward the purchase of replacement Trust Equipment as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Lease, the parties agree:

1. The Trust Equipment as defined and described in the Lease included in said Equipment Trust shall include the following new standard-gauge railroad Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Cost and Fair Value</u>
1	100-Ton 62' Insulated Box Cars w/ Load Dividers, numbered <b>MP 793003</b>	<b>\$51,728</b>

which railroad Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of said Equipment Trust.

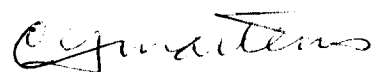
2. This Supplemental Lease is subject to all the terms, covenants, provisions and conditions of the Equipment Trust referred to in the caption hereof, and shall be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized

and their respective corporate seals to be hereto affixed, duly attested,  
as of the day and year first above written.

ATTEST:

CHEMICAL BANK


  
Assistant Secretary

By   
Senior Trust Officer

ATTEST:

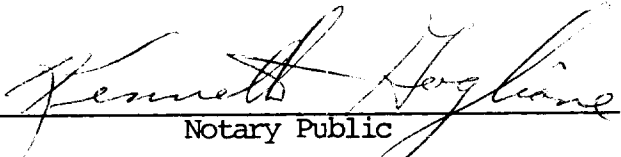
MISSOURI PACIFIC RAILROAD COMPANY

  
Assistant Secretary

By   
Vice President

STATE OF NEW YORK     )  
                                  ) ss.  
COUNTY OF NEW YORK    )

On this 9<sup>th</sup> day of MAY, 1977, before me personally appeared  
**E. J. FARRELL**, to me personally known, who, being by me duly  
sworn, says that he is a Senior Trust Officer of CHEMICAL BANK, that one  
of the seals affixed to the foregoing instrument is the corporate seal of  
said corporation, that said instrument was signed and sealed on behalf of  
said corporation by its Board of Directors, and he acknowledged that the  
execution of the foregoing instrument was the free act and deed of said cor-  
poration.

  
\_\_\_\_\_  
Notary Public

KENNETH GAGLIONE  
Notary Public, State of New York  
No. 03-4621553  
Qualified in Bronx County  
Certificate Filed in New York County  
Commission Expires March 30, 1979

STATE OF MISSOURI     )  
                                  ) ss.  
CITY OF ST. LOUIS     )

On this 3rd day of May, 1977, before me personally appeared  
M. M. Hennelly, to me personally known, who, being by me duly sworn, says  
that he is a Vice President of MISSOURI PACIFIC RAILROAD COMPANY, that one  
of the seals affixed to the foregoing instrument is the corporate seal of  
said corporation, that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the free act and deed of  
said corporation.

  
\_\_\_\_\_  
Notary Public

My Commission expires September 28, 1978.

R. C. MASON  
County of St. Louis, State of Missouri  
My Commission Expires September 28, 1978  
This instrument was signed and sealed by St.  
Louis, Missouri, in the County of  
St. Louis in which I was commissioned  
and